

STATE OF MISSISSIPPI

DESOTO COUNTY

FIRST AMENDMENT TO AGREEMENT NOT TO ENCUMBER

THIS FIRST AMENDMENT TO AGREEMENT NOT TO ENCUMBER ("this Amendment") dated as of May 16, 2011 (the "Effective Date"), is entered into by **MID SOUTH PACKAGING LLC**, a Delaware limited liability company (the "Company") for the benefit of **REGIONS BANK**, an Alabama banking corporation (the "Bank"), **REGIONS EQUIPMENT FINANCE CORPORATION**, an Alabama corporation and a direct wholly-owned subsidiary of the Bank ("REFCO"), and **REGIONS EQUIPMENT FINANCE, LTD.**, an Alabama limited partnership and an indirect wholly-owned subsidiary of the Bank ("REFLP", and the Bank, REFCO and REFLP are hereinafter collectively referred to as the "Lender").

Recitals

A. The Company executed an Agreement Not to Encumber dated as of September 1, 2010 and recorded on October 4, 2010 in Book 140, Page 256 in the Office of the Clerk of the Chancery Court of Desoto County, Mississippi (the "Original Agreement") with respect to the Collateral (as described therein).

B. The Company and the Lender have agreed to modify the Original Agreement as more particularly set forth below.

Agreement

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Lender hereby agree and the Original Agreement is hereby amended as follows:

1. **Amendments.**

a. Paragraph A. of the "Recitals" section of the Original Agreement shall be deleted in its entirety and replaced with the following:

A. The Company has requested that the Lender make a revolving loan to the Company in an amount not to exceed Four Million and No/100 Dollars (\$4,000,000.00) (the "Loan").

b. Paragraph B. of the "Recitals" section of the Original Agreement shall be deleted in its entirety and replaced with the following:

B. The Loan is to be evidenced by that certain promissory note dated September 28, 2010, as amended by that certain Note Modification Agreement dated May 16, 2011 (as so amended, and as may be further amended from time to time, the "Note"), executed and delivered by the Company to the Lender. Capitalized terms used

AZ011060100373

Maynard
ev-pd

in this Agreement and not otherwise defined herein have the respective meanings attributed thereto in the Credit Agreement dated September 1, 2010, as amended by that certain First Amendment to Credit Agreement dated May 16, 2011 executed by the Company and the Lender (as so amended, and as may be further amended from time to time, the "Credit Agreement").

2. Definitions.

(a) Capitalized terms not otherwise defined herein shall have the meanings assigned them in the Original Agreement.

(b) All references in the Original Agreement and this Amendment to "this Agreement" or "this Original Agreement" shall refer to the Original Agreement, as amended hereby.

(c) All references in the Original Agreement to any other document executed in connection with the Credit Documents shall refer to such document as amended in connection with this Amendment and as such document may hereafter be amended.

3. Reaffirmance of Representations and Warranties. The Company hereby represents and warrants that (i) all of the representations and warranties set out in the Original Agreement are true and correct as of the date hereof, (ii) they are in compliance with all the terms and provisions set forth in the Original Agreement on their part to be observed and performed, and (iii) no Event of Default, nor any event which upon notice or lapse of time or both would constitute an Event of Default, has occurred and is continuing.

4. Consents, Registrations, Approvals, etc. No registration with or consent or approval of, or other action by, any governmental authority is required for the execution, delivery and performance of this Amendment, or any of the other Credit Documents by the Company.

5. Original Agreement to Remain. Except as expressly modified and amended, the Original Agreement shall remain in full force and effect in accordance with its terms.

6. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall constitute an original, but when taken together shall constitute but one agreement and any party may execute this Amendment by executing any one or more such counterparts.

7. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Alabama.

8. Headings. The headings and captions used in this Amendment are for purposes of convenient reference only and shall not limit or define the meaning of any provision of this Amendment.

9. Enforceability. If any provision of this Amendment is now or at any time hereafter becomes invalid or unenforceable, the other provisions hereof shall remain in full force

and effect, and the remaining provisions hereof shall be construed in favor of the Lender to effectuate the provisions hereof.

[Remainder of page intentionally left blank]

A2011060100373

IN WITNESS WHEREOF, the undersigned authorized representative of the Company has executed and delivered this Amendment dated the date first set forth above.

MID SOUTH PACKAGING LLC

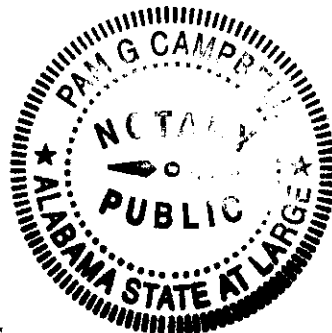
By: Don K. Kelley
 Name: Don K. Kelley
 Its: CFO

STATE OF AL)
Cullman COUNTY)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16th day of May, 2011, within my jurisdiction, the within named Don K. Kelley, duly identified before me, who acknowledged to me that he is authorized signatory of MID SOUTH PACKAGING LLC, a Delaware limited liability company, and he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Pam G. Campbell
 Notary Public
 My Commission Expires: 10/20/12
 [SEAL]

My Commission Expires: _____



A2011060100373

IN WITNESS WHEREOF, the undersigned Lender has caused this instrument to be executed by its duly authorized representative on the date set forth below said representative's acknowledgment.

REGIONS BANK

By: Key Hudson
 Name: Key Hudson
 Title: Vice President

STATE OF ALABAMA)

Jefferson COUNTY)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of May, 2011, within my jurisdiction, the within named Key Hudson, duly identified before me, who acknowledged to me that he/she is authorized signatory of REGIONS BANK, an Alabama banking corporation, and he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

[Signature]

Notary Public

My Commission Expires: 16th November 2014

[SEAL]

My Commission Expires: 16th November 2014

This instrument was prepared by:
 Christine Keifer Borton
 Maynard, Cooper & Gale, P.C.
 1901 Sixth Avenue North
 2400 Regions/Harbert Plaza
 Birmingham, Alabama 35203-2618
 205-254-1000

